

19318-E

LOAN AND SECURITY AGREEMENT
SUPPLEMENT NO. 2

LOAN AND SECURITY AGREEMENT SUPPLEMENT NO. 2 dated May 31, 1995 (this "Supplement"), by and between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee (the "Debtor"), and STATE FARM LIFE INSURANCE COMPANY (the "Secured Party").

RECITAL:

The Loan and Security Agreement, dated as of March 15, 1995 (herein, together with any amendments and supplements heretofore made thereto, called the "Security Agreement"), between the parties hereto, provides for the execution and delivery on each Closing Date (such term and other defined terms in the Security Agreement being herein used with the same meanings) of a Supplement thereto substantially in the form hereof, which shall particularly describe the Items of Equipment being acquired on such Closing Date and shall specifically grant and confirm a security interest in such Items of Equipment to the Secured Party;

NOW, THEREFORE, the Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest and Redemption Premium, if any, on the Notes at any time outstanding under the Security Agreement according to their tenor and effect, and to secure the payment of all other indebtedness hereby Secured and the performance and observance of all the Debtor's covenants and conditions contained in any Note, the Security Agreement and the Participation Agreement, does hereby convey, warrant, mortgage, assign and pledge unto the Secured Party, its successors and assigns, and grant to the Secured Party, its successors and assigns a security interest in, forever, all and singular of the Debtor's right, title and interest in the Items of Equipment described in Schedule 1 attached hereto, whether now owned by the Debtor or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to such Items of Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Items of Equipment, together with all the rents, issues, income, profits and avails therefrom, in each case excepting such thereof as remain the property of the Lessee under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Secured Party, its successors and assigns forever, upon the terms and conditions set forth in the Security Agreement for its benefit, security and protection.

This Supplement shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Security Agreement dated as of March 15, 1995" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

* * * * *

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee, as Debtor

By: 

Name: W. Chris Spriggen
Title: Financial Services Officer

ATTEST:

By: 

Name: Donald G. MacKelcan
Title: Senior Financial Services Officer

SECURED PARTY:

STATE FARM LIFE INSURANCE COMPANY, as Secured Party

By: _____

Name: _____
Title: _____

ATTEST:

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

ATTEST:

By: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

WILMINGTON TRUST COMPANY, not
in its individual capacity but
solely as Trustee, as Debtor

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

SECURED PARTY:

STATE FARM LIFE INSURANCE
COMPANY, as Secured Party

By: John S. Concklin
Name: John S. Concklin
Title: Investment Officer

ATTEST:

By: Larry Rottunda
Name: Larry Rottunda
Title: Investment Counsel

By: Lyle Triebwasser
Name: Lyle Triebwasser
Title: Investment Officer

ATTEST:

By: Debra C. Grant
Name: Debra C. Grant
Title: Investment Clerk

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 25th of May, 1995, before me personally appeared W. Chris Sponenberg and Donald G. MacKelcan, to me personally known, who being by me duly sworn, say that they are, respectively, the Financial Services Officer and Senior Financial Services Officer, of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Paula M. Sulecki
Notary Public

PAULA M. SULECKI
NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires April 14, 1996

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of May, 1995, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____, respectively, of STATE FARM LIFE INSURANCE COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ of May, 1995, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are, respectively, the _____, and _____, of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

On this 12th day of May, 1995, before me personally appeared John S. Concklin and Larry Rottunda, to me personally known, who being by me duly sworn, say that they are Investment Officer, Investment Counsel, respectively, of STATE FARM LIFE INSURANCE COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Cassandra Sommer
Notary Public

[NOTARIAL SEAL]

My commission expires: January 31, 1998

OFFICIAL SEAL CASSANDRA SOMMER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 31, 1998
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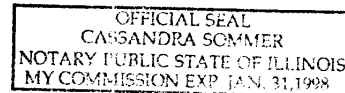
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

On this 12th day of May, 1995, before me personally
appeared Lyle Triebwasser and Debra C. Grant, to me personally
known, who being by me duly sworn, say that they are
Investment Clerk, Investment Clerk, respectively, of STATE
FARM LIFE INSURANCE COMPANY, that said instrument was signed and
sealed on behalf of said corporation on such day by authority of
its Board of Directors, and that the execution of the foregoing
instrument was the free act and deed of said corporation.

Cassandra Sommer
Notary Public

[NOTARIAL SEAL]

My commission expires: January 31, 1998



SCHEDULE 1
(to Loan and Security Agreement Supplement)

DESCRIPTION OF ITEMS OF EQUIPMENT

KCS 224000	KCS 224054	KCS 224108
KCS 224001	KCS 224055	KCS 224109
KCS 224002	KCS 224056	KCS 224110
KCS 224003	KCS 224057	KCS 224111
KCS 224004	KCS 224058	KCS 224112
KCS 224005	KCS 224059	KCS 224113
KCS 224006	KCS 224060	KCS 224114
KCS 224007	KCS 224061	KCS 224115
KCS 224008	KCS 224062	KCS 224116
KCS 224009	KCS 224063	KCS 224117
KCS 224010	KCS 224064	KCS 224118
KCS 224011	KCS 224065	KCS 224119
KCS 224012	KCS 224066	KCS 224120
KCS 224013	KCS 224067	KCS 224121
KCS 224014	KCS 224068	KCS 224122
KCS 224015	KCS 224069	KCS 224123
KCS 224016	KCS 224070	KCS 224124
KCS 224017	KCS 224071	KCS 224125
KCS 224018	KCS 224072	KCS 224126
KCS 224019	KCS 224073	KCS 224127
KCS 224020	KCS 224074	KCS 224128
KCS 224021	KCS 224075	KCS 224129
KCS 224022	KCS 224076	KCS 224130
KCS 224023	KCS 224077	KCS 224131
KCS 224024	KCS 224078	KCS 224132
KCS 224025	KCS 224079	KCS 224133
KCS 224026	KCS 224080	KCS 224134
KCS 224027	KCS 224081	KCS 224135
KCS 224028	KCS 224082	KCS 224136
KCS 224029	KCS 224083	KCS 224137
KCS 224030	KCS 224084	KCS 224138
KCS 224031	KCS 224085	KCS 224139
KCS 224032	KCS 224086	KCS 224140
KCS 224033	KCS 224087	KCS 224141
KCS 224034	KCS 224088	KCS 224142
KCS 224035	KCS 224089	KCS 224143
KCS 224036	KCS 224090	KCS 224144
KCS 224037	KCS 224091	KCS 224145
KCS 224038	KCS 224092	KCS 224146
KCS 224039	KCS 224093	KCS 224147
KCS 224040	KCS 224094	KCS 224148
KCS 224041	KCS 224095	KCS 224149
KCS 224042	KCS 224096	
KCS 224043	KCS 224097	
KCS 224044	KCS 224098	
KCS 224045	KCS 224099	
KCS 224046	KCS 224100	
KCS 224047	KCS 224101	
KCS 224048	KCS 224102	
KCS 224049	KCS 224103	
KCS 224050	KCS 224104	
KCS 224051	KCS 224105	
KCS 224052	KCS 224106	
KCS 224053	KCS 224107	